

## Amendment 249 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 249 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 23<sup>rd</sup> day of May, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update the content on the Call Center Website (CCW) per the Agencies' directives to update the text of the auto-generated password reset email. This work is more fully described in Change Request CR-072919 *CCW Password Reset Email 2013-05 v3.0*.

- B. The Parties agree that the Work necessary to update the CCW will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

The Contractor will perform the work necessary to develop, test and implement modifications to the ORCA CCW as directed by the Agencies per the detailed requirements as described in the referenced Change Request. Such work will include the following:

- 1.1 The Contractor will update the text of the auto-generated password reset email, per the Agencies directive as transmitted on May 8, 2013 in document #SEA-09042 CR-072919 REQ CCW Password Reset Email Text 2013-05 v1.

### **Section 2.0 Schedule:**

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 21

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 3.0 Compensation Changes**

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

#### **VI. IMPLEMENTATION**

##### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
--------------------------

#### **Amendment No. 249**

<p>The Contractor will perform the work necessary to update the CCW with new text for the auto-generated password reset email.</p>	
--	--

**TOTAL**

	<b>\$3,345</b>
--	----------------

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Forty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### Vix Technology (USA) Inc.

By: [Signature]  
Its: General Manager  
Date: 5-21-13

#### The Agencies

By: [Signature]  
Their: Operations Manager  
On behalf of the Agencies  
Date: May 23, 2013